

Appendix B:
Iberville Gate Resolution

Iberville Parish Recording Page

J. G. "BUBBIE" DUPONT, JR
CLERK OF COURT
P.O. BOX 423
Plaquemine, LA 70765
(225) 687-5160

First VENDOR

IBERVILLE PARISH COUNCIL

First VENDEE

SPANISH LAKE MITIGATION LLC

Index Type : Conveyance

File # : 929

Type of Document : Conveyance

Book : 612

Entry : 150

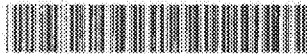
Recording Pages : 23

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Iberville Parish, Louisiana

On (Recorded Date) : 03/22/2010

At (Recorded Time) : 1:56:10PM

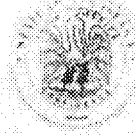


Doc ID - 001189850023

CLERK OF COURT
J. G. "BUBBIE" DUPONT, JR
Parish of Iberville

I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 03/22/2010 at 1:56:10
Recorded in Book 612 Page 150
File Number 929

Nancy L. P. J.
Deputy Clerk



Do not Detach this Recording Page from Original Document

COPY

**SPANISH LAKE/ALLIGATOR BAYOU FLOODGATE
DRAINAGE AGREEMENT**

Before the undersigned notaries, duly commissioned and qualified in and for the Parish(es) and State hereinafter set forth, and before the undersigned competent witnesses, personally came and appeared:

The Iberville Parish Council, herein represented by its Parish President, J. Mitchell Ourso, Jr., acting under the authority of Ordinance No. 2010-007 adopted by the Iberville Parish Council, attached hereto and made a part hereof as Exhibit "A," having its principal place of business at 58050 Meriam Street, Plaquemine, Louisiana 70764 (hereinafter referred to as "Iberville Parish") and

Spanish Lake Mitigation, L.L.C., a limited liability company organized under the laws of the State of Louisiana, having its principal place of business at 20104 Phillips Road, Baton Rouge, Louisiana 70817, herein represented by Manager, Jay LeBlanc; and

Land Investments of Louisiana, Inc., a corporation organized under the laws of the State of Louisiana, having its principal place of business at 18019 East Augusta, Baton Rouge, Louisiana 70810, pursuant to a Resolution of its Board of Directors which was adopted at the meeting held on March 17, 2010, a certified copy of which is annexed hereto as Exhibit "B" herein represented by President, Ramon Jarrell; and

Jarrell Holdings, L.L.C., a limited liability company organized under the laws of the State of Louisiana, having its principal place of business at 18019 East Augusta, Baton Rouge, Louisiana 70810, herein represented by its President, Ramon Jarrell,

Spanish Lake Restoration, L.L.C., a Louisiana limited liability company, organized under the laws of the State of Louisiana, having its principal place of business at 4664 Jamestown Avenue, Suite 400, Baton Rouge, Louisiana 70808, herein represented by its duly authorized Manager, Conservation Land Management, L.L.C., appearing herein through its duly authorized Manager, Scott P. Nesbit;

First Louisiana Resource, Inc., a limited liability company organized under the laws of the State of Louisiana, having its principal place of business at 108 Third Street, Baton Rouge, Louisiana 70801, herein represented by its Manager, Leonard R. Nachman II; (hereinafter collectively referred to as "Property Owners").

For mutual consideration, Iberville Parish and the Property Owners hereby agree as follows:

1. Collectively, the Property Owners are the owners of approximately 8,000 acres of property located in the Spanish Lake Basin area, situated primarily in Iberville and Ascension Parish, Louisiana. The respective property owned by each Property Owner is described in Exhibit "C" in globo (hereinafter collectively referred to as the "Property").

2. Iberville Parish is the owner and operator of the Alligator Bayou Floodgate ("Floodgate") located at the convergence of Alligator Bayou and Bayou Manchac in Iberville Parish, Louisiana.

3. In the past, the Property has been subject to high water at certain times.

4. Property Owners desire that the Floodgate be maintained in the open position in order to alleviate the high water on the Property during the normal dry season from summer through fall.

5. Iberville Parish recognizes that the operation of the Floodgate affects the natural drainage of the Spanish Lake Basin and east Iberville Parish at certain times. Iberville Parish agrees to maintain the Floodgate in the open position at all times hereafter, except during backwater flooding situations (as defined hereinafter), with the goal of maximizing the natural drainage of water.

6. In addition to backwater flooding situations, the following shall be exceptions to the obligation(s) set forth in paragraph 5:

- a. Entry of a valid Order of a Court of competent jurisdiction directing Iberville Parish to close the Floodgate;
- b. In all emergency circumstances to protect life and property of Iberville and surrounding residents.
- c. To comply with any state or federal regulations; and/or,
- d. By Order of any state or federal agency, acting with proper authority, directing Iberville Parish to close the Floodgate.

7. Upon execution of this Agreement by all parties, Property Owners hereby waive, relinquish and expressly release, acquit and forever discharge Iberville Parish, its successors, representatives, agents, officers, employees, council members and other elected

officials, of and from any and all claims, demands, causes of action and rights of action whatsoever, which Property Owners may or might have and/or which may hereafter accrue to them, known and unknown, foreseen and unforeseen, including but not limited to, any and all claims, demands, causes of action and rights of action which Property Owners may or might have for any Property damage, including but not limited to, damage, destruction, loss, diminution and/or reduction in value to any and all lands, bodies of water, soils, fruits, crops, or trees, loss of use of property (commercial, business, personal, private, recreational or other), restoration costs, preservation costs, damages due to trespass, cleanup costs, loss of income or revenue, loss of commercial or business opportunity, and loss of value of land arising out of, related to, or resulting from the operation of the Floodgate prior to the execution of this Agreement. This express waiver and release also includes any and all other damages and other items or theories of recovery whatsoever, including but not limited to, penalties, attorney's fees, punitive damages, inconvenience, annoyance, mental distress, and stigma damages to which Property Owners may be or might become entitled and all other rights whatsoever in any way arising out of, related to, or resulting from the operation of the Floodgate prior to the execution of this Agreement.

8. By execution of this agreement, Iberville Parish and the Property Owners do not waive any rights or defenses of any kind or nature not specifically stated herein. Property Owners specifically reserve any future claims, demands, causes of action and rights of action whatsoever which Property Owners may or might have and/or which may hereafter accrue to them in any way arising out of, related to, or resulting from the operation of the Floodgate subsequent to the execution of this Agreement.

9. The Parish and Property Owners do hereby bind and obligate themselves and their heirs, executors, administrators, representatives, successors, assigns, parent corporations, subsidiaries, stockholders, owners, general partners, limited partners, officers, directors, agents and employees.

a. This Agreement, in addition to a personal contractual agreement is, to the extent permitted by law, a granting of a predial servitude of drainage by Iberville Parish as owner of the floodgate to the owners of the Property as described herein and is to run with the land, in accordance with Louisiana Civil Code articles 646, et seq.

10. "Backwater flooding" shall be defined as upstream flooding caused by downstream conditions such as channel restriction, high flow in downstream confluence streams, high tide, and/or prevailing headwinds that prevent downstream water flow or force water upstream.

11. This Agreement shall inure solely to the benefit of the parties hereto and their respective heirs, successors and assigns, including any purchasers from any Property Owner(s) identified herein, and not to the benefit of any third parties.

12. This Agreement shall be governed by the laws of the state of Louisiana. If any provision of this Agreement or the application thereof to any person or circumstance is, for any reason, and to any extent, held to be invalid or unenforceable under applicable law, then such provision will be deemed limited or modified to the extent necessary to make the same valid and enforceable under applicable law. Any invalid or unenforceable provision shall be replaced with such new provision which will allow the parties to achieve the intended result in a legally valid and effective manner.

13. In the event Property Owners consider that Iberville Parish has failed to comply with one or more of its obligations hereunder, either expressed or implied, Property Owners shall give written notice to Iberville Parish, through its Parish President, setting out specifically the manner Property Owners claim Iberville Parish has breached this Agreement. If within thirty (30) days after receipt of such notice, Iberville Parish shall correct or commence to correct the breach(es) alleged by Property Owners, Iberville Parish shall not be deemed in default hereunder. Neither corrective action taken by Iberville Parish, nor its failure to so act, shall be deemed an admission or presumption that Iberville Parish has failed to perform any of its obligations hereunder.

a. In accordance with the above provisions and upon expiration of the thirty (30) days, Property Owners specifically reserve any and all rights to pursue any legal remedies available under the law, including but not limited to, injunctive relief.

14. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of all parties.

15. This Agreement is the result of open and extended negotiations between the parties hereto, each party having contributed toward the drafting hereof, directly and/or by counsel. To the greatest extent allowed by law, there shall be no application of the rule of construction of documents against the drafter.

16. This Agreement and all related documents, including but not limited to, all drafts, copies, notes, and related correspondence (including e-mails), shall not be admissible into evidence at any deposition, hearing or trial in any litigation resulting from the operation of the floodgate, except to enforce any provision of this Agreement.

17. This Agreement may be executed in counterparts and shall be made effective upon the execution of all parties. Each such counterpart so executed shall have the same force and effect as an original instrument as if all of the parties to the aggregate counterparts had signed in the same instrument.

18. All notices pursuant to this Agreement shall be made in writing and delivered via certified U.S. Mail to the physical addresses as noted herein.

THUS DONE AND SIGNED by J. MITCHELL OURSO, President of Iberville Parish, in the presence of the undersigned notary public, duly commissioned and qualified in and for the Parish of Iberville, State of Louisiana, and the undersigned competent witnesses on March 22, 2010.

WITNESSES:

John P. Clark
Judith A. Morley

IBERVILLE PARISH

BY:

J. Mitchell Ourso, Jr.
J. MITCHELL OURSO, JR.

Edward A. Songy, JR.
NOTARY PUBLIC/NOTARY NO.

Edward A. Songy, JR.
Printed Name BRN: 02121

THUS DONE AND SIGNED by JAY LeBLANC in the presence of the undersigned notary public, duly commissioned and qualified in and for the Parish of Iberville, State of Louisiana, and the undersigned competent witnesses on March 22, 2010.

WITNESSES:

Courtney R. Yarbrough
Courtney R. Yarbrough
Lisa L. Francise
Lisa L. Francise

SPANISH LAKE MITIGATION, LLC

BY:

JAY LeBLANC
JAY LeBLANC

Michelle O. Lorta St. Martin / #20930
NOTARY PUBLIC/NOTARY NO.

MICHELLE O. LORTA ST. MARTIN
Printed Name

THUS DONE AND SIGNED by RAMON JARRELL in the presence of the undersigned notary public, duly commissioned and qualified in and for the Parish of Iberville, State of Louisiana, and the undersigned competent witnesses on MARCH 22, 2010.

WITNESSES:

Courtney R. Yarbrough
Courtney R. Yarbrough
Lisa L. Francise
Lisa L. Francise

LAND INVESTMENTS OF LOUISIANA INC.

BY:

RAMON JARRELL
RAMON JARRELL, President

Michelle O. Lorta St. Martin / #20930
NOTARY PUBLIC/NOTARY NO.

MICHELLE O. LORTA ST. MARTIN
Printed Name

THUS DONE AND SIGNED by RAMON JARRELL in the presence of the undersigned notary public, duly commissioned and qualified in and for the Parish of Iberville, State of Louisiana, and the undersigned competent witnesses on March 22, 2010.

WITNESSES:

Courtney R. Labrousse
Courtney R. Labrousse
Lisa L. Francise
Lisa L. Francise

JARRELL HOLDINGS, LLC

BY:

Ramon Jarrell
RAMON JARRELL, President

Michelle D. Lario St. Martin / #20930
NOTARY PUBLIC/NOTARY NO.

MICHELLE D. LARIO ST. MARTIN
Printed Name

THUS DONE AND SIGNED by SCOTT P. NESBIT, in the presence of the undersigned notary public, duly commissioned and qualified in and for the Parish of Iberville, State of Louisiana, and the undersigned competent witnesses on MARCH 22, 2010.

WITNESSES:

Lisa L. Francise
Lisa L. Francise
Courtney R. Labrousse
Courtney R. Labrousse

SPANISH LAKE RESTORATION, L.L.C.

By: Conservation Land Management, L.L.C.,
Its Manager

By:

Scott P. Nesbit
SCOTT P. NESBIT, Manager

Michelle D. Lario St. Martin / #20930
NOTARY PUBLIC/NOTARY NO.

Michelle D. Lario St. Martin
Printed Name

THUS DONE AND SIGNED by LEONARD R. NACHMAN in the presence of the
undersigned notary public, duly commissioned and qualified in and for the Parish of
East Baton Rouge, State of Louisiana, and the undersigned competent witnesses on
March 19, 2010.

WITNESSES:

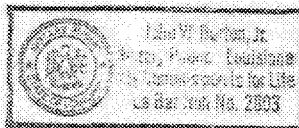
FIRST LOUISIANA RESOURCE, INC.

Mary L. Brand
Mary L. Brand
Dianna O. Parker
Dianna O. Parker

BY: Leonard R. Nachman
LEONARD R. NACHMAN, Manager

John W. Barton Jr.
NOTARY PUBLIC/NOTARY NO.

JOHN W. BARTON JR.
Printed Name



STATE OF LOUISIANA
PARISH OF IBERVILLE

RESOLUTION IPC# 2010- 007

A RESOLUTION ADOPTING THE SPANISH LAKE/ALLIGATOR
BAYOU FLOODGATE DRAINAGE AGREEMENT, AND
AUTHORIZING THE PRESIDENT TO EXECUTE THE SPANISH
LAKE/ALLIGATOR BAYOU FLOODGATE DRAINAGE
AGREEMENT

The following resolution was introduced by Councilman Taylor and seconded by Councilman Kelley.

WHEREAS, until the opening of the Alligator Bayou floodgate on or about March 24, 2009, the waters within the Spanish Lake Sub-Basin have been artificially maintained at unnaturally high levels causing prolonged flooding and high water in the sub-basin and surrounding areas;

WHEREAS, the Iberville Parish Council recognizes that in order to continue protection of life and property in the Spanish Lake Sub-Basin and affected areas, it is necessary to allow for the natural drainage of the Spanish Lake Sub-Basin, by operating the Alligator Bayou floodgate in the open position under normal circumstances as addressed in Ordinance Number 2009-014;

WHEREAS, certain property owners within the Spanish Lake Sub-Basin have requested Iberville Parish establish specific protocol for the future operation of the floodgate;

WHEREAS, Iberville Parish Council recognizes that there is a need to develop a comprehensive plan for the continued operation of the Alligator Bayou floodgate for the protection of life and property;

NOW, THEREFORE, BE IT RESOLVED, that the Spanish Lake/Alligator Bayou Floodgate Drainage Agreement attached hereto and made a part hereof, be hereby officially adopted and is to be used for the continued operation of the Alligator Bayou floodgate;

BE IT FURTHER RESOLVED, that the President is hereby authorized to execute the attached Spanish Lake/Alligator Bayou Floodgate Drainage Agreement:

The above resolution was duly adopted in regular session this 16th day of March, 2010, by the following vote on roll call;

YEAS: Taylor, Ourso, Scott, Reeves, Kelley, Vallet, Jewell, Roy.

NAYS: None.

ABSENT: Jackson, Butler, Oubre, Bradford.

The resolution was declared adopted by the Chairman on the 16th day of March, 2010.

IBERVILLE PARISH COUNCIL

BY: 
EUGENE P. STEVENS, JR., CHAIRMAN

ATTEST:


KIRSHA D. BARKER
COUNCIL CLERK

CERTIFICATE

I, Kirsha D. Barker, do hereby certify that I am the duly qualified and appointed Council Clerk of the Parish Council, Parish of Iberville, State of Louisiana.

I further certify that the above constitutes a true and correct copy of a resolution adopted by the Iberville Parish Council in regular session on the 16th day of March, 2010.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Parish of Iberville, State of Louisiana, on this 16th day of March, 2010.


KIRSHA D. BARKER
IBERVILLE PARISH COUNCIL CLERK

**SPANISH LAKE/ALLIGATOR BAYOU FLOODGATE
DRAINAGE AGREEMENT**

Before the undersigned notaries, duly commissioned and qualified in and for the Parish(es) and State hereinafter set forth, and before the undersigned competent witnesses, personally came and appeared:

The Iberville Parish Council, herein represented by its Parish President, J. Mitchell Ourso, Jr., acting under the authority of Ordinance No. _____ adopted by the Iberville Parish Council, attached hereto and made a part hereof as Exhibit "A," having its principal place of business at 58050 Meriam Street, Plaquemine, Louisiana 70764 (hereinafter referred to as "Iberville Parish") and

Spanish Lake Mitigation, L.L.C., a limited liability company organized under the laws of the State of Louisiana, having its principal place of business at 20104 Phillips Road, Baton Rouge, Louisiana 70817, herein represented by Manager, Jay LeBlanc; and

Land Investments of Louisiana, Inc., a corporation organized under the laws of the State of Louisiana, having its principal place of business at 18019 East Augusta, Baton Rouge, Louisiana 70810, pursuant to a Resolution of its Board of Directors which was adopted at the meeting held on _____, a certified copy of which is annexed hereto as Exhibit "B" herein represented by President, Ramon Jarrell; and

Jarrell Holdings, L.L.C., a limited liability company organized under the laws of the State of Louisiana, having its principal place of business at 18019 East Augusta, Baton Rouge, Louisiana 70810, herein represented by its President, Ramon Jarrell,

Spanish Lake Restoration, L.L.C., a Louisiana limited liability company, organized under the laws of the State of Louisiana, having its principal place of business at 4664 Jamestown Avenue, Suite 400, Baton Rouge, Louisiana 70808, herein represented by its duly authorized Manager, Conservation Land Management, L.L.C., appearing herein through its duly authorized Manager, Scott P. Nesbit;

First Louisiana Resource, Inc., a corporation organized under the laws of the State of Louisiana, having its principal place of business at _____, pursuant to a Resolution of its Board of Directors which was adopted at the meeting held on _____, a certified copy of which is annexed hereto as Exhibit "C", herein represented by its Manager, Leonard R. Nachman II; (hereinafter collectively referred to as "Property Owners").

For mutual consideration, Iberville Parish and the Property Owners hereby agree as follows:

1. Collectively, the Property Owners are the owners of approximately 8,000 acres of property located in the Spanish Lake Basin area, situated primarily in Iberville and Ascension Parish, Louisiana. The respective property owned by each Property Owner is described in Exhibit "D" in globo (hereinafter collectively referred to as the "Property").

2. Iberville Parish is the owner and operator of the Alligator Bayou Floodgate ("Floodgate") located at the convergence of Alligator Bayou and Bayou Manchac in Iberville Parish, Louisiana.

3. In the past, the Property has been subject to high water at certain times.

4. Property Owners desire that the Floodgate be maintained in the open position in order to alleviate the high water on the Property during the normal dry season from summer through fall.

5. Iberville Parish recognizes that the operation of the Floodgate affects the natural drainage of the Spanish Lake Basin and east Iberville Parish at certain times. Iberville Parish agrees to maintain the Floodgate in the open position at all times hereafter, except during backwater flooding situations (as defined hereinafter), with the goal of maximizing the natural drainage of water.

6. In addition to backwater flooding situations, the following shall be exceptions to the obligation(s) set forth in paragraph 5:

a. Entry of a valid Order of a Court of competent jurisdiction directing Iberville Parish to close the Floodgate;

b. In all emergency circumstances to protect life and property of Iberville and surrounding residents.

c. To comply with any state or federal regulations; and/or,

d. By Order of any state or federal agency, acting with proper authority, directing Iberville Parish to close the Floodgate.

7. Upon execution of this Agreement by all parties, Property Owners hereby waive, relinquish and expressly release, acquit and forever discharge Iberville Parish, its successors, representatives, agents, officers, employees, council members and other elected officials, of and from any and all claims, demands, causes of action and rights of action whatsoever, which Property Owners may or might have and/or which may hereafter accrue to them, known and unknown, foreseen and unforeseen, including but not limited to, any and all claims, demands, causes of action and rights of action which Property Owners may or might have for any Property damage, including but not limited to, damage, destruction, loss, diminution and/or reduction in value to any and all lands, bodies of water, soils, fruits, crops, or trees, loss of use of property (commercial, business, personal, private, recreational or other), restoration costs, preservation costs, damages due to trespass, cleanup costs, loss of income or revenue, loss of commercial or business opportunity, and loss of value of land arising out of, related to, or resulting from the operation of the Floodgate prior to the execution of this Agreement. This express waiver and release also includes any and all other damages and other items or theories of recovery whatsoever, including but not limited to, penalties, attorney's fees, punitive damages, inconvenience, annoyance, mental distress, and stigma damages to which Property Owners may be or might become entitled and all other rights whatsoever in any way arising out of, related to, or resulting from the operation of the Floodgate prior to the execution of this Agreement.

8. By execution of this agreement, Iberville Parish and the Property Owners do not Waive any rights or defenses of any kind or nature not specifically stated herein. Property Owners specifically reserve any future claims, demands, causes of action and rights of action whatsoever which Property Owners may or might have and/or which may hereafter accrue to them in any way arising out of, related to, or resulting from the operation of the

Floodgate subsequent to the execution of this Agreement.

9. The Parish and Property Owners do hereby bind and obligate themselves and their heirs, executors, administrators, representatives, successors, assigns, parent corporations, subsidiaries, stockholders, owners, general partners, limited partners, officers, directors, agents and employees.

a. This Agreement, in addition to a personal contractual agreement is, to the extent permitted by law, a granting of a pre-dial servitude of drainage by Iberville Parish as owner of the floodgate to the owners of the Property as described herein and is to run with the land, in accordance with Louisiana Civil Code articles 646, et seq.

10. "Backwater flooding" shall be defined as upstream flooding caused by downstream conditions such as channel restriction, high flow in downstream confluence streams, high tide, and/or prevailing headwinds that prevent downstream water flow or force water upstream.

11. This Agreement shall inure solely to the benefit of the parties hereto and their respective heirs, successors and assigns, including any purchasers from any property owner(s) identified herein, and not to the benefit of any third parties.

12. This Agreement shall be governed by the laws of the state of Louisiana. If any provision of this Agreement or the application thereof to any person or circumstance is, for any reason, and to any extent, held to be invalid or unenforceable under applicable law, then such provision will be deemed limited or modified to the extent necessary to make the same valid and enforceable under applicable law. Any invalid or unenforceable provision shall be replaced with such new provision which will allow the parties to achieve the intended result in a legally valid and effective manner.

13. In the event Property Owners consider that Iberville Parish has failed to comply with one or more of its obligations hereunder, either expressed or implied, Property Owners shall give written notice to Iberville Parish, through its Parish President, setting out specifically the manner Property Owners claim Iberville Parish has breached this Agreement. If within thirty (30) days after receipt of such notice, Iberville Parish shall correct or commence to correct the breach(es) alleged by Property Owners, Iberville Parish shall not be deemed in default hereunder. Neither corrective action taken by Iberville Parish, nor its failure to so act, shall be deemed an admission or presumption that Iberville Parish has failed to perform any of its obligations hereunder.

a. In accordance with the above provisions and upon expiration of the thirty (30) days, Property Owners specifically reserve any and all rights to pursue any legal remedies available under the law, including but not limited to, injunctive relief.

14. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of all parties.

15. This Agreement is the result of open and extended negotiations between the parties hereto, each party having contributed toward the drafting hereof, directly and/or by counsel. To the greatest extent allowed by law, there shall be no application of the rule of construction of documents against the drafter.

16. This Agreement and all related documents, including but not limited to, all drafts, copies, notes, and related correspondence (including e-mails), shall not be admissible into evidence at any deposition, hearing or trial in any litigation resulting from the operation of the floodgate, except to enforce any provision of this Agreement.

17. This Agreement may be executed in counterparts and shall be made effective upon the execution of all parties. Each such counterpart so executed shall have the same

force and effect as an original instrument as if all of the parties to the aggregate counterparts had signed in the same instrument.

18. All notices pursuant to this Agreement shall be made in writing and delivered via certified U. S. Mail to the physical addresses as noted herein.

— **THUS DONE AND SIGNED** by J. MITCHELL OURSO, President of Iberville Parish, in the presence of the undersigned notary public, duly commissioned and qualified in and for the Parish of Iberville, State of Louisiana, and the undersigned competent witnesses on _____, 2010.

WITNESSES:

IBERVILLE PARISH

BY: _____

J. MITCHELL OURSO, JR.

NOTARY PUBLIC/NOTARY NO.

Printed Name

— **THUS DONE AND SIGNED** by JAY LeBLANC in the presence of the undersigned notary public duly commissioned and qualified in and for the Parish of State of Louisiana and the undersigned competent witnesses on _____, 2010.

WITNESSES: SPANISH LAKE MITIGATION, LLC

BY: _____

JAY LeBLANC

NOTARY PUBLIC/NOTARY NO.

Printed Name

THUS DONE AND SIGNED by RAMON JARRELL in the presence of the undersigned notary public duly commissioned and qualified in and for the Parish of _____, State of Louisiana, and the undersigned competent witnesses on _____, 2010.

WITNESSES: LAND INVESTMENTS OF LOUISIANA INC.

BY: _____

RAMON JARRELL, President

NOTARY PUBLIC/NOTARY NO.

Printed Name

— **THUS DONE AND SIGNED** by RAMON JARRELL in the presence of the undersigned notary public, duly commissioned and qualified in and for the Parish of State of Louisiana, and the undersigned competent witnesses on _____, 2010.

WITNESSES: JARRELL HOLDINGS, LLC

BY: _____

RAMON JARRELL, President

NOTARY PUBLIC/NOTARY NO.

Printed Name

THUS DONE AND SIGNED by SCOTT P. NESBIT, in the presence of the undersigned notary public, duly commissioned and qualified in and for the Parish of _____, State of Louisiana, and the undersigned competent witnesses on _____, 2010.

WITNESSES: SPANISH LAKE RESTORATION, L.L.C.

By: Conservation Land Management, L.L.C.,
Manager

By: _____
SCOTT P. NESBIT, Manager
NOTARY PUBLIC/NOTARY NO. _____
Printed Name _____

THUS DONE AND SIGNED by LEO ARD R. NACHMAN in the presence of the undersigned notary public duly commissioned and qualified in and for the Parish of _____, State of Louisiana, and the undersigned competent witnesses on _____, 2010.

WITNESSES: FIRST LOUISIANA RESOURCE, INC.

By: _____
LEONARD R. NACHMAN, Manager

NOTARY PUBLIC/NOTARY NO. _____
Printed Name _____

Exhibit D

Property owned by, Spanish Lake Mitigation Area, Land Investments of Louisiana Inc, and Jarrell Holdings LLC

All of the right, title and interest in and to that certain tracts or parcels of land, as follows.

The Northeast 1/4 of Section 18, and the West 1/2 of the Northwest 1/4 of Section 18
248.9 T.9S.-R.2E., containing 163.1 acres.

The Northeast 1/4 of Section 13, T.9S.-R.1E., containing 151.3 acres, more or less.

The Southeast 1/4 and the Northeast 1/4 of Section 31, T.8S.-R.2E., containing 296.4
acres, more or less.

The Northeast 1/4 of Section 32, T.8S.-R.2E., containing 164.8 acres, more or less.

The Fractional East 1/2 of Section 6, T.9S.-R.2E., containing 238.9 acres, more or less.

All that part of Section 5, T.9S.-R.2E., in Iberville Parish, lying North, South and East of
Spanish Lake, containing 157 acres, more or less.

The Southeast 1/4 of Section 7, all in T.9S.-R.2E., containing 174.6 acres, more or less.

The West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East;

and That certain parcel or strip of land running parallel to the west line of the

West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East

which is situated partially in Section 31, Township 8 South, Range 2 East,

partially in Section 6, Township 9 South Range 2 East, and partially in Section 7,

Township 9 South, Range 2 East and measures 13,128.56' along its eastern

sideline; 847.08' along its northern line; 13,058.29' along its western sideline; and

850.52' along its southerly line, as shown on a map by Charles R. St. Romain,

Registered Professional Land Surveyor dated May 12, 2009 entitled "Map

Showing the Exchange of Property Between Jay LeBlanc and First Louisiana

Resource, L.L.C.", a copy of which is attached hereto and made a part hereof.

Containing 332.1 acres of land, more or less

All of the above situate in the Parish of Iberville, and Parish of Ascension

Louisiana, and containing in the aggregate of +/- 1,764.1 acres, more or less

Exhibit D (cont'd)

Property Owned by First Louisiana Resources, LLC

All of the right, title and interest of in and to that certain tracts or parcels of land, as
follows.

Township 8 South Range One East.

SE 1/4 of Section 35,

North East 1/4 and the South 1/2 of Section 36

Township 9 South Range One East

NE 1/4 of Section 2

N ~ of the South East 1/4 of Section 2

South East 1/4 of the Southeast 1/4 of Section 2,

Section 1

N 1/2 of Section 12

Township 8 South Range 2 East

Nw 1/4 of Section 31, the Sw1/4 of Section 31,

Township 9 South Range 2 East

West ~ of Section 6, the Nw 1/4 of Section 7

Less and except those properties Exchange with Spanish Lake Mitigation Area etal The West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East; and That certain parcel or strip of land running parallel to the west line of the West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East which is situated partially in Section 31, Township 8 South, Range 2 East, partially in Section 6, Township 9 South Range 2 East, and partially in Section 7, Township 9 South, Range 2 East and measures 13,128.56' along its eastern sideline; 847.08' along its northern line; 13,058.29' along its western sideline; and 850.52' along its southerly line. as shown on a map by Charles R. St. Romain, Registered Professional Land Surveyor dated May 12, 2009 entitled "Map Showing the Exchange of Property Between Jay LeBlanc and First Louisiana Resource, L.L.C.", a copy of which is attached hereto and made a part hereof.

Containing 332.1 acres of land, more or less

All of the above situate in the Parish of Iberville, and containing in the aggregate of +/- 2342.99 acres, more or less.

IBERVILLE PARISH, LOUISIANA

All that portion of the NW1/4 Section 8, Township 9 South, Range 2 East, East of the Mississippi River lying in Iberville Parish, Louisiana and being a portion of' the same land acquired by Natalbany Lumber Company from Ronaldson-Puckett Co" Ltd. by an act of sale recorded in Book 49, page 169, Conveyance records of Iberville Parish, Louisiana.

- (1) A certain parcel of real estate in the Parish of Iberville, Louisiana, being the E1/2 of W1/2 of Lot 8, Section 19, Township 9 South, Range 2 East, SED, East of the River, S1. Helena Meridian,

containing 42 acres; and

- (2) E1/2 of West portion of W1/2 of Lot 8, Section 19, Township 9, South, Range 2 East, SED, East of river, containing 22 acres, making an aggregate of 64 acres.

All that portion of the following described lands lying in Iberville Parish, Louisiana, to-wit: NW1/4 and lots 1 & 2, and E1/2 of SW1/4, and SE1/4 of Section 32, Township 8 South, Range 2 East, East of the Mississippi River; and being the same property acquired by Natalbany Lumber Co. from J. Burton LeBlanc by an act of sale recorded in Book 50, page 213, Conveyance

Records of Iberville Parish, Louisiana.

E1/2 of NW1/4 and the Fractional E1/2 of SW1/4 of Section 18, Township 9 South, Range 2 East, East of the Mississippi River, and being the same land acquired by Natalbany Lumber Company from C.Z. Kling and J. N. Delaune by act of sale of record in Book 49, page 97, Conveyance Records of Iberville Parish, Louisiana.

Lots 6,7,8 and 9, Section 2, Lots 1,2 & 3, Section II, Lots 1 and 2 and the E1/2 of SW1/4 of Section 12, Lots 1 & 2 and E1/2 of NW1/4 of Section 13, all being in Township 9 South, Range 1 East, East of the Mississippi River and being the same land acquired by Natalbany Lumber Company from Stanga Realty Company by act of sale recorded in Book 49, page 72,

Conveyance Records of Iberville Parish, Louisiana.

SE1/4 of Section 12, Township 9 South, Range 1 East, being the same land acquired by Natalbany Lumber Company from C. F. Stanga, et al, by an act of sale recorded in Book 49, page 75, Conveyance records of Iberville Parish, Louisiana.

All that portion of the following described lands in Iberville Parish, Louisiana, to-wit: Fractional SE1/4 of Section] 8, Township 9 South, Range 2 East, being the same land acquired by

Exhibit A-I to Lago Espanal, L.L.C. Resolution Page 3

Natalbany Lumber Company from Elie Braud, Sr. by act of sale recorded in Book 49, page 96, Conveyance Records of Iberville Parish, Louisiana.

LESS AND EXCEPT:

A certain lot or parcel of land lying, being and situated in Section 18, T9S, R2E, Southeastern Land District, East of the Mississippi River, Iberville Parish, Louisiana; more particularly described as follows:

Beginning at the iron set on the centerline of the road adjacent to the property, at its southwestern most corner, thence proceed N 89 deg. 31 '00" E a distance of 8.5 feet to the point of beginning; thence proceed S 00 deg. 29'00" E a distance of 420' along the gravel road to a point and corner; thence proceed N 89 deg. 31 '00" E a distance of 118.5' to a point and corner; thence proceed N 01 deg. 12'36" W a distance of 420' to a point and corner; thence proceed S 89 deg. 31 '00" W a distance of 113.2' to the point of beginning.

All as shown on a map of survey prepared by John K. Laws, Jr., P.L.S. dated July 12, 1996, and said tract being identified thereon as "Tract LE", a copy of which is on file and of record in the office of the Clerk and Recorder for the Parish of Iberville, State of Louisiana. Together with all buildings and improvements situated thereon or in anywise appertaining.

Said tract being the same lands conveyed by Cash Sale from Lago Espanol, L.L.C., to International Petroleum & Exploration Royalty Corporation in Conveyance Book 490, Entry 8, Iberville Parish, Louisiana, as corrected by Notarial Act of Correction dated September 7, 1996, Conveyance Book 491, Entry 46, Iberville Parish, Louisiana, which Notarial Act of Correction was executed to include the map of survey of the conveyed tract which was inadvertently omitted from the Cash Sale.

A certain tract of land containing 22 acres, more or less, within the following boundaries to wit: North by Contance (Constant) Forcuth (Forroux) and Samson Elisir (Elisor); East by Theodore Smith; South by L. A. Carville; West by Carville and Gilner tract; being in Section 19, Township 9 South, Range 2 East, Iberville Parish, State of Louisiana.

All that portion of the following described lands lying in Iberville Parish, Louisiana, to wit: S 1/2 of NE1/4 of Section 5, SE 1/4 Section 7, S 1/2 and NE1/4 Section 8, NE1/2 Section 17, all in Township 9 South, Range 2 East, East of the Mississippi River, and being the same land acquired by Natalbany Lumber Company from J. Burton LeBlanc by act of sale dated July 26, 1926.

Exhibit A-1 to Lago Espanol, L.L.C. Resolution Page 4

The East 22 acres of E1/2 of Lot 8, Section 19, Township 9 South, Range 2 East, East of Mississippi River, being the same property acquired by Natalbany Lumber Company from Leslie Ellisner by act of sale under date of July 10, 1926.

Exhibit A-1 to Lago Espanol, L.L.C. Resolution Page 5

RESOLUTION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

EXCERPT FROM THE MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF LAND INVESTMENTS OF LOUISIANA, INC., HELD AT ITS DOMICILE IN EAST BATON ROUGE PARISH, LOUISIANA.

BE IT RESOLVED that RAMON JARRELL, President, be, and he is hereby authorized, and empowered, for and on behalf of this Corporation, to enter into the agreement entitled "Spanish Lake/Alligator Bayou Floodgate Drainage Agreement" with Iberville Parish, for the purposes set forth therein, covering and affecting the below described property to-wit:

The Northeast 1/4 of Section 18, and the West 1/2 of the Northwest 1/4 of Section 19 T.9S.-R.2E., containing 163.1 acres.

The Northeast 1/4 of Section 13, T.9S.-R.1E., containing 151.3 acres, more or less.

The Southeast 1/4 and the Northeast 1/4 of Section 31, T.8S.-R.2E., containing 296.4 acres, more or less.

The Northeast 1/4 of Section 32, T.8S.-R.2E., containing 164.8 acres, more or less.

The Fractional East 1/2 of Section 6, T.9S.-R.2E., containing 238.9 acres, more or less.

All that part of Section 5, T.9S.-R.2E., in Iberville Parish, lying North, South and East of Spanish Lake, containing 157 acres, more or less.

The Southeast 1/4 of the of Section 7, all in T.9S.-R.2E., containing 174.6 acres, more or less.

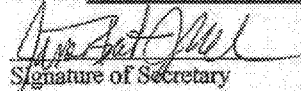
The West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East; and That certain parcel or strip of land running parallel to the west line of the West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East which is situated partially in Section 31, Township 9 South, Range 2 East, partially in Section 6, Township 9 South Range 2 East, and partially in Section 7, Township 9 South, Range 2 East and measures 13,129.56' along its eastern sideline; 847.08' along its northern line; 13,858.29' along its western sideline; and 850.52' along its southerly line, as shown on a map by Charles R. St. Romain, Registered Professional Land Surveyor dated May 12, 2009 entitled "Map Showing the Exchange of Property Between Jay LeBlanc and First Louisiana Resource, L.L.C.", a copy of which is attached hereto and made a part hereof. Containing 332.1 acres of land, more or less.

All of the above situated in the Parish of Iberville, and Parish of Ascension Louisiana, and containing in the aggregate of 1,764.1 acres, more or less.

Certification

I, the undersigned Secretary for the Corporation, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors of Land Investments of Louisiana, Inc. adopted at a meeting held at the domicile of said corporation in the Parish of East Baton Rouge, State of Louisiana, on the 17th day of March, 2010.

Dated: March 17, 2010


Signature of Secretary

James Brent Jarrell
Name of Secretary

Exhibit C

**Property owned by, Spanish Lake Mitigation Area,
Land Investments of Louisiana Inc, and Jarrell Holdings LLC**

All of the right, title and interest in and to that certain tracts or parcels of land, as follows.

The Northeast 1/4 of Section 18, and the West 1/2 of the Northwest 1/4 of Section 18
248.9 T.9S.-R.2E., containing 163.1 acres.

The Northeast 1/4 of Section 13, T.9S.-R.1E., containing 151.3 acres, more or less.

The Southeast 1/4 and the Northeast 1/4 of Section 31, T.8S.-R.2E., containing 296.4
acres, more or less.

The Northeast 1/4 of Section 32, T.8S.-R.2E., containing 164.8 acres, more or less.

The Fractional East 1/2 of Section 6, T.9S.-R.2E., containing 238.9 acres, more or less.

All that part of Section 5, T.9S.-R.2E., in Iberville Parish, lying North, South and East of
Spanish Lake, containing 157 acres, more or less.

The Southeast 1/4 of Section 7, all in T.9S.-R.2E., containing 174.6 acres, more or less.

The West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East;
and That certain parcel or strip of land running parallel to the west line of the
West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East
which is situated partially in Section 31, Township 8 South, Range 2 East,
partially in Section 6, Township 9 South Range 2 East, and partially in Section 7,
Township 9 South, Range 2 East and measures 13,128.56' along its eastern
sideline; 847.08' along its northern line; 13,058.29' along its western sideline; and
850.52' along its southerly line, as shown on a map by Charles R. St. Romain,
Registered Professional Land Surveyor dated May 12, 2009 entitled "Map
Showing the Exchange of Property Between Jay LeBlanc and First Louisiana
Resource, L.L.C.", a copy of which is attached hereto and made a part hereof.
Containing 332.1 acres of land, more or less

All of the above situate in the Parish of Iberville, and Parish of Ascension
Louisiana, and containing in the aggregate of +/- 1,764.1 acres, more or less

EXHIBIT (CONT.)

PROPERTY OWNED BY FIRST LOUISIANA RESOURCE, L.L.C.:

2.365 acres of land, more or less, including all buildings and improvements of Seller located thereon in Iberville Parish, Louisiana, consisting of the following partial Sections and more particularly described as:

Township 8 South, Range 1 East (T-8-S, R-1-E)

Southwest Quarter (SE/4) of Section 35
South Half (S/2) of Section 36
Northeast Quarter (NE/4) of Section 36

Township 8 South, Range 2 East (T-8-S, R-2-E)

Southwest Quarter (SW/4) of Section 31
East Half of the Northwest Quarter (E/2 of NW/4) of Section 31
West Half of Northwest Quarter (W/2 of NW/4) of Section 31

Township 9 South, Range 1 East (T-9-S, R-1-E)

Southeast Quarter (SE/4) of Section 1
East Half of the Southwest Quarter (E/2 of SW/4) of Section 1
North Half (N/2) of Section 1
Northeast Quarter (NE/4) of Section 2
North Half of Southeast Quarter (N/2 of SE/4) of Section 2
Northeast quarter (NE/4) of Section 12
East Half of the Northwest Quarter (E/2 of NW/4) of Section 12
West Half of the Northwest Quarter (W/2 of NW/4) of Section 12
West Half of the Southwest Quarter (W/2 of SW/4) of Section 1
Southeast Quarter of the Southeast Quarter (SE/4 of SE/4) of Section 2

Township 9 South, Range 2 East (T-9-S, R-2-E)

West Half (W/2) of Section 6
Northwest Quarter (NW/4) of Section 7
West Half of Northeast Quarter (W/2 of NE/4) of Section 7

LESS AND EXCEPT: That property exchanged to Spanish Lake Mitigation Area, LLC, et al, recorded in COB 608, Entry 106, File #3335, Iberville Parish, Louisiana, being described as follows:

334.67 acres of land, more or less, including all buildings and improvements thereon, situated in the Parish of Iberville, State of Louisiana, consisting of the following partial Sections and more particularly described as follows, to-wit:

The West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East;

and

That certain parcel or strip of land running parallel to the west line of the West 1/2 of the Northeast 1/4 of Section 7, Township 9 South, Range 2 East which is situated partially in Section 31, Township 8 South, Range 2 East, partially in Section 6, Township 9 South Range 2 East, and partially in Section 7, Township 9 South, Range 2 East and measures 13,128.56' along its eastern sideline; 847.08' along its northern line; 13,058.29' along its western sideline; and 850.52' along its southerly line.

EXHIBIT C (CONT'D)

PROPERTY OWNED BY SPANISH LAKE RESTORATION, LLC

IBERVILLE PARISH, LOUISIANA

All that portion of the NW1/4 Section 8, Township 9 South, Range 2 East, East of the Mississippi River lying in Iberville Parish, Louisiana and being a portion of the same land acquired by Natalbany Lumber Company from Ronaldson-Puckett Co., Ltd. by an act of sale recorded in Book 49, page 169, Conveyance records of Iberville Parish, Louisiana.

(1) A certain parcel of real estate in the Parish of Iberville, Louisiana, being the E1/2 of W1/2 of Lot 8, Section 19, Township 9 South, Range 2 East, SED, East of the River, St. Helena Meridian, containing 42 acres; and

(2) E1/2 of West portion of W1/2 of Lot 8, Section 19, Township 9, South, Range 2 East, SED, East of river, containing 22 acres, making an aggregate of 64 acres.

All that portion of the following described lands lying in Iberville Parish, Louisiana, to-wit: NW1/4 and lots 1 & 2, and E1/2 of SW1/4, and SE1/4 of Section 32, Township 8 South, Range 2 East, East of the Mississippi River; and being the same property acquired by Natalbany Lumber Co. from J. Burton LeBlanc by an act of sale recorded in Book 50, page 213, Conveyance Records of Iberville Parish, Louisiana.

E1/2 of NW1/4 and the Fractional E1/2 of SW1/4 of Section 18, Township 9 South, Range 2 East, East of the Mississippi River, and being the same land acquired by Natalbany Lumber Company from C.Z. Kling and J. N. Delaune by act of sale of record in Book 49, page 97, Conveyance Records of Iberville Parish, Louisiana.

Lots 6, 7, 8 and 9, Section 2, Lots 1, 2 & 3, Section 11, Lots 1 and 2 and the E1/2 of SW1/4 of Section 12, Lots 1 & 2 and E1/2 of NW1/4 of Section 13, all being in Township 9 South, Range 1 East, East of the Mississippi River and being the same land acquired by Natalbany Lumber Company from Stanga Realty Company by act of sale recorded in Book 49, page 72, Conveyance Records of Iberville Parish, Louisiana.

SE1/4 of Section 12, Township 9 South, Range 1 East, being the same land acquired by Natalbany Lumber Company from C. F. Stanga, et al, by an act of sale recorded in Book 49, page 75, Conveyance records of Iberville Parish, Louisiana.

All that portion of the following described lands in Iberville Parish, Louisiana, to-wit: Fractional SE1/4 of Section 18, Township 9 South, Range 2 East, being the same land acquired by

Natalbany Lumber Company from Elie Braud, Sr. by act of sale recorded in Book 49, page 96, Conveyance Records of Iberville Parish, Louisiana.

LESS AND EXCEPT:

A certain lot or parcel of land lying, being and situated in Section 18, T9S, R2E, Southeastern Land District, East of the Mississippi River, Iberville Parish, Louisiana; more particularly described as follows:

Beginning at the iron set on the centerline of the road adjacent to the property, at its southwesternmost corner, thence proceed N 89 deg. 31'00" E a distance of 8.5 feet to the point of beginning; thence proceed S 00 deg. 29'00" E a distance of 420' along the gravel road to a point and corner; thence proceed N 89 deg. 31'00" E a distance of 118.5' to a point and corner; thence proceed N 01 deg. 12'36" W a distance of 420' to a point and corner; thence proceed S 89 deg. 31'00" W a distance of 113.2' to the point of beginning.

All as shown on a map of survey prepared by John K. Laws, Jr., P.L.S. dated July 12, 1996, and said tract being identified thereon as "Tract LE", a copy of which is on file and of record in the office of the Clerk and Recorder for the Parish of Iberville, State of Louisiana. Together with all buildings and improvements situated thereon or in anywise appertaining.

Said tract being the same lands conveyed by Cash Sale from Lago Espanol, L.L.C., to International Petroleum & Exploration Royalty Corporation in Conveyance Book 490, Entry 8, Iberville Parish, Louisiana, as corrected by Notarial Act of Correction dated September 17, 1996, Conveyance Book 491, Entry 46, Iberville Parish, Louisiana, which Notarial Act of Correction was executed to include the map of survey of the conveyed tract which was inadvertently omitted from the Cash Sale.

A certain tract of land containing 22 acres, more or less, within the following boundaries to wit: North by Contance (Constant) Forreuth (Forroux) and Samson Elesir (Elisor); East by Theodore Smith; South by L. A. Carville; West by Carville and Gilner tract; being in Section 19, Township 9 South, Range 2 East, Iberville Parish, State of Louisiana.

All that portion of the following described lands lying in Iberville Parish, Louisiana, to wit: S1/2 of NE1/4 of Section 5, SE 1/4 Section 7, S1/2 and NE1/4 Section 8, N1/2 Section 17, all in Township 9 South, Range 2 East, East of the Mississippi River, and being the same land acquired by Natalbany Lumber Company from J. Burton LeBlanc by act of sale dated July 26, 1926.

The East 22 acres of E1/2 of Lot 8, Section 19, Township 9 South, Range 2 East, East of Mississippi River, being the same property acquired by Natalbany Lumber Company from Leslie Ellisner by act of sale under date of July 10, 1926.